



MEMORANDUM

Agenda Item No. 7(P)(1)(H)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: July 27, 2004

FROM: George M. Burgess
County Manager

SUBJECT: Roadway Lighting
"Safe Lite Monitoring
Program"

RECOMMENDATION

In accordance with the Board's directive of May 11, 2004, it is recommended that the Board waive competitive bidding according to requirements of Section 4.03(D) of the Home Rule Charter and Section 2-8.1 of the County Code and authorize a new contract to Horsepower Electric, Inc. tailored after the Safe Lite Monitoring System Pilot Program, approved on July 23, 2002 by Board Resolution R-870-02.

BACKGROUND

On June 18, 2002, the Board approved Resolution R-687-02 authorizing staff to finalize negotiations of contract documents with Horsepower Electric, Inc., for implementation of a Safe Lite Monitoring System Pilot Program relating to the County's streetlights. This contract was approved by the Board on July 23, 2002 by Resolution R-870-02 and entered into on September 9, 2002.

At the Board meeting of April 27, 2004, the Board accepted a report that outlined the successes of the pilot program. At the meeting of May 11, 2004, the Board approved a Resolution (R-619-04), sponsored by Commissioners Diaz and Sosa, directing me to take appropriate steps to implement the Safe Lite Monitoring Program countywide. The Resolution further directed me to expand the Safe Lite Monitoring Pilot Program to the flood-prone areas and to perform a fiscal impact study comparing the countywide installation of the system at one time, versus a phased implementation.

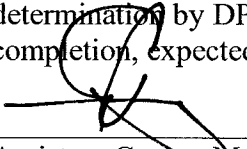
Pursuant to these directives, the Public Works Department (PWD) has taken the necessary steps to expand the scope of work of the original pilot program. The new contract being recommended will provide for the immediate installation of 40 monitoring devices on our roadway lighting circuits, consisting of approximately 1,610 street lights. These circuits are located in flood zones and high pedestrian corridors. Attached, please find a list of the proposed sites. The Contractor has continued to provide monitoring services to the ten (10) monitoring devices that were previously installed under the initial pilot program approved by the Board on July 23, 2002 by Resolution R-870-02, at no additional cost to the County.

The cost for these 40 locations consisting of the referenced 1,610 streetlights is \$800,000. The PWD currently has this amount available for the current fiscal year; \$250,000 is from an FDOT reimbursement to the PWD for advancements to the South Dade Greenway Network Project, while the remaining \$550,000 is from the FY 04-05 Operating Budget, resulting from savings generated by the Enterprise Technology Service Department (ETSD) renegotiating the PWD Data Service Contract.

The estimated total cost for the installation of the monitoring devices in the flood prone areas is \$2.8 million. The total effort will cover 140 circuits, consisting of 4,992 street lights. Funding for the additional \$2.0 million necessary to finance the aforementioned remaining 100 circuits in the flood prone areas has not yet been identified.

PWD staff has contacted staff from the Department of Procurement Management (DPM) to determine if this Contractor and the services to be provided qualify as a sole source provider. Said determination should be finalized within the next 30 days; at which time, PWD will initiate negotiations for the implementation of the system in the remainder of the flood prone areas, as well as on a countywide basis. Upon successful negotiations of the necessary amendments, they will be brought to this Board with the appropriate recommendations for approval.

The remaining mandate involves the development of an economic analysis between a one time countywide implementation versus a phased system installation. PWD consultant, Martin Vilato and Associates, has been requested to assist PWD staff in completing this analysis after the sole source determination by DPM is finalized. I will report to the Board the findings and recommendations upon completion, expected in September 2004.



Assistant County Manager



MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: July 27, 2004

FROM: 
Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 7(P)(1)(H)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 7(P)(1)(H)
7-27-04

RESOLUTION NO. _____

RESOLUTION WAIVING COMPETITIVE BIDDING AND
AUTHORIZING THE COUNTY MANAGER TO AWARD AN
AMENDED CONTRACT BASED ON THE PREVIOUS CONTRACT
WITH HORSEPOWER ELECTRIC, INC., FOR THE PROJECT
ENTITLED SAFE LITE MONITORING SYSTEM PILOT
PROGRAM FOR THE PUBLIC WORKS DEPARTMENT, PROJECT
NUMBER 640388 AMENDED AS NEW PROJECT #20040522

WHEREAS, this Board wishes to implement the recommendations
set forth in the attached memorandum, a copy of which is
incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board
authorizes the County Manager to negotiate and execute a contract
with Horsepower Electric, Inc. for the implementation of a Safe
Lite Monitoring System Program in an amount not to exceed \$800,000
for the installation of 40 additional circuits consisting of 1,610
street lights, substantially in the terms and conditions of Public

Works Department Project Number 640388 amended as new project Number 20040522. This Board finds that it is in the best interest of Miami-Dade County to waive competitive bids procedures as set forth by section 4.03(D) of the Home Rule Charter and Section 2-8.1 of the Code of Miami-Dade County by a 2/3 vote of the Board upon the written recommendation of the County Manager to effectuate the intent of this resolution.

The foregoing resolution was offered by Commissioner

, who moved its adoption, the motion was seconded by Commissioner , and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson	
Katy Sorenson, Vice-Chairperson	
Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy Morales
Dennis C. Moss	Dorrian D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

5

The Chairperson thereupon declared the resolution duly passed and adopted this
27th day of July, 2004. This Resolution and contract, if not vetoed, shall become
effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency.
Hugo Benitez

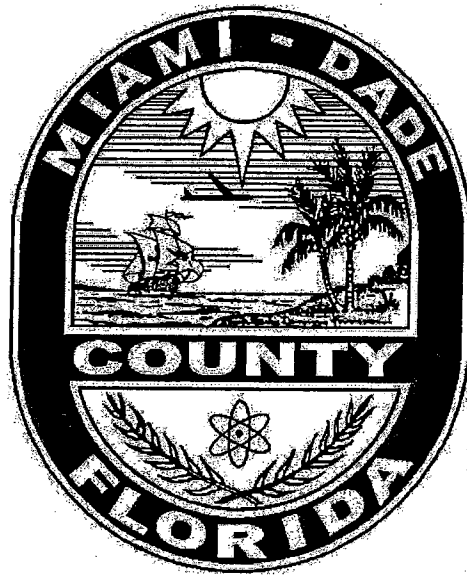


BY: _____

Service Point Locations (Circuit)			
Location	From/To	# Of Lights	Comm. Dist
NW 2 Ave @ 207 St	215 St - 200 St	54	1
NW 2 Ave @ 189 St	200 St - SR 826	107	1
NW 27 Ave @ 207 St	215 St - 199 St	47	1
NW 27 Ave @ 18601	199 St - Mia. Gdns Dr	42	1
NW 17 Ave @ 60 St	54 St - 64 St	27	2
NW 62 St @ 21 Ave	17 Ave - 27 Ave	37	2
W. Flagler St @ 8260	79 Ave - 87 Ave	37	12
SW 8 St @ 60 Ct	57 Ave - 63 Ct	42	6
SW 8 St @ 67 Ave	63 Ave - 70 Ave	46	6
SW 8 St @ 73 Ave	70 Ave - 75 Ave	41	6
Flagler St @ 36 Ct	27 Ave - 42 Ave	45	7
SW 8 St @ 30 Ave	27 Ave - 32 Ave	36	7
SW 8 St @ 35 Ave	32 Ave - Galiano	38	7
NW 27 Ave @ 32 St	42 St - Mia River	64	7
NW 27 Ave @ 16 St	Mia River - SR 836	32	7
NW/SW 27 Ave @ NW 5 St	SR 836 - SW 7 St	52	7
Coral Way @ 99 Ave	94 Ave - 102 Ave	39	10
Kendall Dr @ 112 PL	110 Ave - 118 Ave	23	10
Kendall Dr @ 125 Ave	SR 8210 - 132 Ave	35	11
SW 104 St @ 123 Ct	SR 821 - 128 Ave	25	11
NW 36 St @ 2881	24 Ave - 32 Ave	30	3
NW 36 St @ 36 Ave	32 Ave - 37 Ave	25	3
Opa-Locka Blvd @ 17 Ave	7 Ave - 27 Ave	55	1
NW 135 St @ 17 Ave	7 Ave - 27 Ave	53	1
NW 103 St @ 13 Ave	6 Ave - 18 Ave	49	2
NW 79 St @ 12 Ave	I-95 - 22 Ave	44	2
SW 87 Ave @ SW 16 St	8 St - Coral Way	40	10
SW 109 Ave @ 4 St	Flagler St - 8 St	15	12

(Outside Flood Zone/High	Pedestrian Traffic)		
Biscayne Blvd @ NE St	NE 5 St - SE 2 St	135	5
Collins Ave/Alley 9-10 St	5 St - 15 St	32	5
Collins Ave @ 1610	15 St - Lincoln Rd	18	5
Collins Ave @ 18 St	Lincoln Rd - 21 St	26	5
Collins Ave @ 23 St	21 St - 24 St	16	5
Collins Ave @ 26 St	24 St - 26 St	12	5
Alton Rd @ 9 St	5 St - Dade Blvd	51	5
NW 62 St @ 11 Ave	I-95 - 17 Ave	38	3
199 St @ E Parking Lot	Fla. Tpk - 27 Ave	55	1
NW 26 Ave @ 199 St	199 St - 203 St	16	1
Arthur Godfrey Rd @ Prairie Ave	Indian Crk - Meridian Av	22	5
Arthur Godfrey Rd @ Jefferson	Alton Rd - Meridian Av	9	5

MIAMI-DADE COUNTY FLORIDA
PUBLIC WORKS DEPARTMENT



SPECIFICATIONS
AND
CONTRACT DOCUMENTS
FOR
“Safe Lite” Monitoring System
PILOT PROGRAM

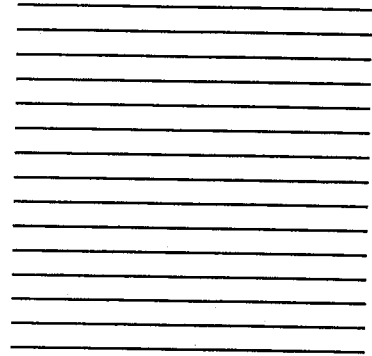
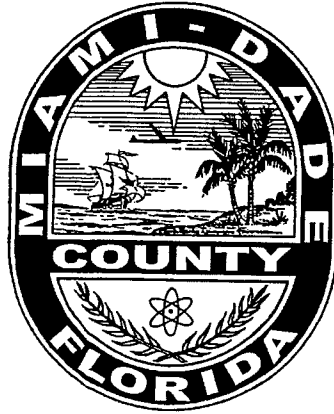
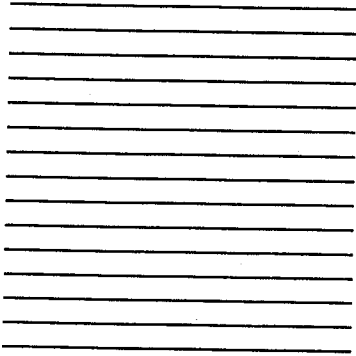
Project No. 640388

PROJECT NO. 640388 (AHEAD)

July, 2002

JULY, 2002

MIAMI-DADE COUNTY.FLORIDA



Alexander Penelas
Mayor

Gwen Margolis
Chairperson

Betty T. Ferguson
District 1

Dorrin D. Rolle
District 2

Dr. Barbara M. Carey-Shuler
District 3

Gwen Margolis
District 4

Bruno A. Barreiro
District 5

Rebeca Sosa
District 6

Jimmy L. Morales
District 7

Katy Sorenson
District 8

Dennis C. Moss
District 9

Javier D. Souto
District 10

Joe A. Martinez
District 11

Jose (Pepe) Cancio
District 12

Natacha Seijas
District 13

Steve Shiver
County Manager

Robert A. Ginsburg
County Attorney

TABLE OF CONTENTS

PAGES

PROPOSAL (Including Affidavits) _____ **1 THRU 4**

APPROVED BID BOND _____ **(NOT APPLICABLE)** _____ **1 THRU 4**

GENERAL SPECIFICATIONS _____ **(17 PAGES)**

1.	Definitions -----	1
2.	Plans and Specifications -----	3
3.	Intention -----	4
4.	Notice and Service Thereof -----	4
5.	Datum -----	4
6.	Base Lines and Bench Marks -----	4
7.	Payment of Tests by County -----	4
8.	Engineer -----	4
9.	Quantities -----	5
10.	Supervision and Inspection -----	5
11.	Materials and Workmanship -----	7
12.	Contract Security -----	7
13.	Plant and Program of Construction -----	8
14.	Force Account Work -----	9
15.	Hurricane or Disaster Services -----	10
16.	Legal Restrictions, Permits and Traf. Prov. -----	10
17.	Royalties on Patents -----	10
18.	Liabilities, Damages and Accidents -----	10
19.	Assignment of Contract -----	10
20.	Insurance -----	11
21.	Annulment of Contract -----	12
22.	Notice to Proceed -----	13
23.	Commencement, Delays and Completion of Work -----	13
24.	Materials and Supplies -----	14
25.	"Or Equal" Clause -----	14
26.	Plans and Working Drawings -----	14
27.	Explosives -----	15
28.	Subcontractors -----	15
29.	Final Cleaning up -----	15
30.	Non-Discrimination in Employment -----	16
31.	Conflict of Interest Ordinance No. 72-82 -----	16
32.	Independent Private-Sector Inspector General (IPSIG) -----	16
33.	Office of the Miami-Dade County Inspector General (IG) -----	17

TABLE OF CONTENTS (Continue..)

SPECIAL PROVISIONS		<u>PAGES</u>
1.	General -----	SP-1
2.	Scope of Service -----	SP-1
3.	System Capabilities-----	SP-2
	a. Ground Fault Monitoring -----	SP-2
	b. Grounding Continuity -----	SP-2
	c. Knock-down Pole -----	SP-2
	d. Number of lights out on each circuit -----	SP-3
	e. Circuit Overland-----	SP-3
	f. Door Open Warning -----	SP-3
	g. In Line Fuse Monitoring -----	SP-3
	h. Circuits Power Supply -----	SP-3
	i. Bypass of Circuit's Photocell Control -----	SP-3
	j. Weather Emergencies -----	SP-4
4.	System Monitoring -----	SP-4
5.	Award of Contract and Term of Contract -----	SP-4
6.	Pre-work Conference -----	SP-5
7.	Article 20 of the General Specifications (Page 11 of 17 of General Specifications) -----	SP-5
8.	Performance and Payment Bond -----	SP-5
CONTRACT _____		1 THRU 5
CONTRACTOR'S PERFORMANCE AND PAYMENT BOND (SURETY) _____		1 THRU 6
CONTRACTOR'S PERFORMANCE AND PAYMENT BOND (CASH) _____		1 THRU 4

P R O P O S A L

Dear Sirs:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Plans and Specifications for the work and contractual documents relative thereto, including the Advertisement for Bids, Instructions to Bidders, Proposal Form, Form of Bid Bond, General Specifications, Special Provisions, Form of Contract and Form of Contract Bond, and has read all of the Provisions furnished prior to the opening of bids; and that he has satisfied himself relative to the work to be performed.

If this Proposal is accepted, the undersigned bidder proposes and agrees to enter into and execute the Contract with Dade County, Florida, in the form of Contract specified, of which this Proposal, Instructions to Bidders, General Specifications, Special Provisions, and Plans shall be made a part for the performance of work described therein; to furnish the necessary bond, the said bond being in the form of a Cash Bond or Surety Bond prepared on the applicable approved bond form furnished by the County; to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, supervision, labor and all means necessary to construct and complete the work specified in the Proposal and Contract and called for in the Plans and in the manner specified; to commence work on the effective date established in the "Notice to Proceed with Contract Work" from the Engineer; and to complete all contract work within the time specified in the Bid Form or pay for liquidated damages and cost of supervision for each calendar day in excess thereof according to the terms set forth in the Contract and Specifications.

If Ordinance 90-143 applies to this project (if applicable, Supplemental General Conditions and Wage and Benefit Schedules are included within these documents) the bidder by submittal of this proposal, acknowledges that they are aware of the applicability of Ordinance 90-143 and agrees to comply with the minimum wages and other provisions.

The Bidder acknowledges receipt of the following addenda:

THE LOWEST RESPONSIVE BIDDER WILL BE REQUIRED TO SUBMIT THIS FORM WITHIN 72 HOURS AFTER RECEIPT OF NOTIFICATION THAT THEY ARE BEING CONSIDERED FOR CONTRACT AWARD

MIAMI-DADE COUNTY DISCLOSURE AFFIDAVIT (ORDINANCE NO. 90-133)

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority personally appeared

Hector P. Ortiz
who duly being sworn deposes and says as follows:

That he is the duly authorized representative of _____
HORSEPOWER Electric, Inc.
(Name of Contractor)

being its PRESIDENT
(Owner) (Partner) (President or other Corporate Officer)

and as such has full authority to execute this Contractor's Disclosure Affidavit.

1. The full legal name and business address* of the person or entity contracting or transacting business with Miami-Dade County are:

HORSEPOWER Electric, Inc.
8105 W. 20 Ave.
MIAMI, FL 33014

2. If the contract or business transaction is with a corporation, the full legal name and business address* shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a partnership, the full legal name and business address* shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and business address* shall be provided for each trustee and each beneficiary. All such names and addresses are:

Hector P. Ortiz
8105 W. 20 Ave.
MIAMI FL 33014

* Post Office Box addresses not acceptable.

3. The full legal name and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with Miami-Dade County are:

N/A

4. Does the entity (Prime Contractor) have a collective bargaining agreement with its employees?

N/A

5. As an attachment the Prime Contractor shall include a schedule of wage rates (including overtime) to be paid employees performing work under this Contract. It shall also include the health care benefits to be paid to employees performing work under this Contract.

The submittal shall also include as an attachment, a current breakdown of their work force as to race, national origin and gender.

6. Any person who willfully fails to disclose the information required herein, or who knowingly discloses false information in this regard, shall be punished by a fine of up to five hundred dollars (\$500.00), or by imprisonment in the County jail for up to sixty (60) days, or both at the discretion of the Court.

Date July 12, 2002

Hector P. Ortiz
NAME OF AFFIANT

[Signature]
Signature

Sworn to and subscribed before me

this 12 day of July, 2002

NOTARY PUBLIC, State of Florida
at Large

OFFICIAL SEAL
LIS CRUZ

NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION# DD066361
DADE COUNTY

My Commission Expires:

MY COMMISSION EXPIRES OCTOBER 21, 2005

Use separate attached pages if necessary.

Note: Items 4 & 5 above need only be complied with when the contract amount is \$10,000.00 or more.

*Post Office box addresses not acceptable.

THE FOLLOWING QUESTIONNAIRE MUST BE COMPLETED

PRIME CONTRACTOR (S): HORSEPOWER ELECTRIC, INC

COMPANY PRINCIPAL (S): HECTOR P. ORTIZ

GENDER AND ETHNICITY OF PRINCIPAL (S): HISPANIC / MALT

COMPANY QUALIFIER: HECTOR P. ORTIZ

YEARS IN BUSINESS: 17

PREVIOUS CONTRACTS WITH THE COUNTY IN THE LAST FIVE YEARS: PROJECT NOS. 671035, 671036, 671038, 671039
(Give number and dollar volume) DOLLAR AMOUNT \$5,000,000.00

DO YOU HAVE 25 OR MORE EMPLOYEES? YES ☒ or NO

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid Proposal for Project No. 640388
for "SAFE LITE" MONITORING SYSTEM PILOT PROGRAM
2. This sworn statement is submitted by HORSEPOWER ELECTRIC, INC
[name of entity submitting sworn statement]
whose business address is 8105 W. 20 AVE. HIALEAH, FL 33014

_____ and
(if applicable) its Federal Employer Identification Number (FEIN) is 59-2502221

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is Hector P. Ortiz and my relationship to the
[please print name of individual signing]
entity named above is PRESIDENT

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

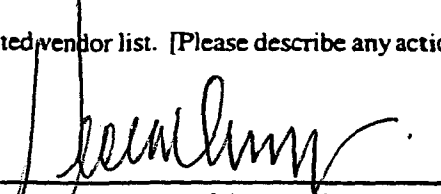
☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. AND [Please indicate which additional statement applies.]

☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

☐ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

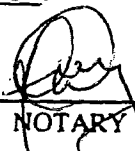

[signature]
Date: July 12, 02

STATE OF Florida
COUNTY OF Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Hector P. Ortiz who, after first being sworn by me, affixed his/her signature
(name of individual signing)

in the space provided above on this 12 day of July, 20 02.


NOTARY PUBLIC

My commission expires:

OFFICIAL SEAL
LIS CRUZ
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION# DD066361
DADE COUNTY
MY COMMISSION EXPIRES OCTOBER 21, 2005

DRUG-FREE WORKPLACE AFFIDAVIT

In compliance with Miami-Dade County Ordinance No. 92-15, I, Hector P. Ortiz, being first duly sworn, state that the firm (individual, organization, corporation, etc.) submitting this bid or proposal or receiving this contract award has:

1. read the complete Ordinance No. 92-15 approved on the Commission Agenda of March 17, 1992 and included within these documents.
2. agreed to comply fully with all aspects of said Ordinance.
3. agreed to the penalties set forth in said Ordinance for the violations spelled out in said Ordinance.
4. agreed that for all contracts, grants or business transactions whose terms exceeds one year, to annually submit a new affidavit.

BY:

Hector P. Ortiz July 12, 02
Signature of Affiant Date

Hector P. Ortiz PRESIDENT
Printed Name of Affiant and Title

HORSEPOWER ELECTRIC, INC.
Printed Name of Firm

8105 W. 20 AVE. MIAMI, FL 33014
Address of Firm

Sworn to and subscribed before me

this 12 day of July, 20 02.

[Signature]
NOTARY PUBLIC, State of Florida

at Large _____

My Commission expires:

OFFICIAL SEAL
LIS CRUZ
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION# DD066361
DADE COUNTY
MY COMMISSION EXPIRES OCTOBER 21, 2005

MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT
PURSUANT TO ORDINANCE 93-129

Date: JULY 12, 02

Project Number: 640388

Project Title: "SARLITE" MONITORING SYSTEM PILOT PROGRAM

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared Hector P. Ortiz who after first being duly sworn, upon oath deposes and says that he/she is an authorized representative of HORSEPOWER ELECTRIC INC. (Legal name, Corporation, Partnership, Firm, Individual) hereinafter called the bidder, located at 8105 W 20 AVE. HIAWATHA FL 33014 (address) and, that said bidder or his agents, officers, principals, stockholders, subcontractors, or their affiliates are not debarred by Miami-Dade County.

ATTEST: [Signature]

Hector P. Ortiz
Legal Name of Bidder

[Signature]
Signature

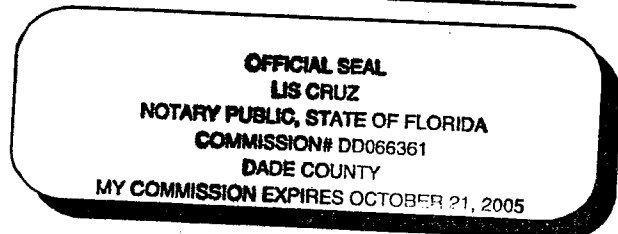
STATE OF Florida)
COUNTY OF Dade)

The foregoing instrument was acknowledged before me this 12 day of July, 2002 by Hector P. Ortiz on behalf of HORSEPOWER ELECTRIC INC
☒ who is personally known to me; or
☐ who has produced _____ as identification.

Notary Signature: [Signature]

Type/Print Name: LIS CRUZ

Notary Seal:



This affidavit must be properly executed by the bidder and included in the proposal.

Criminal Record Affidavit

Before me, the undersigned authority appeared Hegor P. Ortiz (print name),
the PRESIDENT (print title) of Horsepower Electric, Inc. (print name of
Bidder or Proposer), who attests that Horsepower Electric, Inc. (print name of bidder or proposer).
as of the date of bid or proposal submission:

✓ has not been convicted of a felony during the past ten (10) years, nor does it. as of the date of bid or proposal submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

_____ has been convicted of a felony during the past ten (10) years, or as of the date of bid or proposal submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.

When the Proposer/Bidder is an individual:

By: _____
(Signature of individual)

Hector P. Ortiz
(Printed name of individual)

8105 W. 20 Ave.
HACRAH, FL. 33014
(Address)

When the Proposer/Bidder is a sole proprietorship or operates under a trade name:

(Printed name of firm)

By: _____
(Signature of individual)

(Printed name of individual)

(Address)

When the Proposer/Bidder is a partnership:

(Printed name of partnership)

By: _____
(Signature of partner)

(Printed name of partner)

(Address)

When the Proposer/Bidder is a corporation:

(Corporate Seal)

HORSEPOWER Electric, Inc.
(Printed name of Corporation)

By: [Signature]
(Signature of President or
Vice President and capacity)

By: Hector P. Ortiz
(Printed name of President or
Vice-President)

8105 W. 20 Ave.
Highland Park, IL 60014
(Business address of corporation)

When the Proposer/Bidder is a Joint Venture:

(Printed name of joint venture)

By: _____
(Signature)

(Printed name of joint venture)

(Business address of joint venture)

STATE OF FLORIDA)
 SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 12 day of July, 2002, by Hector P. Ortiz on behalf of Horsepower Electric, who is personally known to me or has produced _____ as identification and who ☒ did ☐ did not take an oath.

Notary Signature: _____

Type or Print Name: _____

Notary Seal: _____

OFFICIAL SEAL
LIS CRUZ
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION# DD066361
DADE COUNTY

Page 1J of 4 MY COMMISSION EXPIRES OCTOBER 2005

24

DISABILITY NONDISCRIMINATION AFFIDAVIT

CONTRACT REFERENCE "SARK LITE" Monitoring System Pilot Program

NAME OF FIRM, CORPORATION, OR ORGANIZATION HORSEPOWER ELECTRIC, INC.

AUTHORIZED AGENT COMPLETING AFFIDAVIT Hector P. Ortiz

POSITION PRESIDENT

PHONE NUMBER (305) 819-4060

I Hector P. Ortiz, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment, Title II, Public Services, Title III, Public Accommodations and Services Operated by Private Entities, Title IV, Telecommunications, and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, U.S.C. Section 794.

The Federal Transit Act, as amended 49 U.S.C. Section 1612.

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631.

[Signature]
Signature
July 12, 02
Date
July 12, 02
(Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me on

by Hector P. Ortiz He/She is personally known to me or has
(Affiant)

presented [Signature] as identification.
(Type of Identification)

[Signature]
(Signature of Notary)

(Print or Stamp Name of Notary)

Notary Public Florida
(State)

(Serial Number)
OFFICIAL SEAL
LIS CRUZ
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION# DD066361
DADE COUNTY
(Expiration Date) COMMISSION EXPIRES OCTOBER 21, 2005

Notary Seal

Refer to Reso. No. R-385-95

IF WAGE RATES ARE INCLUDED WITHIN THESE DOCUMENTS, THIS
AFFIDAVIT MUST BE EXECUTED, OTHERWISE DISREGARD

Fair Wage Affidavit

Before me, the undersigned authority appeared Hector P. Ortiz
Ortiz (print name) , the PRESIDENT (print title) of Horsepower
Electric, Inc. (print name of Bidder or Proposer) , who attests that
Horsepower Electric, Inc. (print name of bidder or proposer) shall pay
workers on the project minimum wage rates in accordance with
Ordinance No. 90-143, Section 2-11.16 of the Miami-Dade County
Code, and the Labor Provisions of the contract documents.

[Signature]
Authority Signature

STATE OF FLORIDA)

SS

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me
this 12 day of July, 2002, by Hector P. Ortiz
on behalf of Horsepower Electric, who is personally known to me or
has produced _____, as identification and who [X]
did [] did not take an oath.

Notary Signature: [Signature]

Type or Print Name: LIS CRUZ

Notary Seal: _____

OFFICIAL SEAL

LIS CRUZ

NOTARY PUBLIC, STATE OF FLORIDA

COMMISSION# DD066351

MIAMI COUNTY

MY COMMISSION EXPIRES

DECEMBER 21, 2005

ORDINANCES 97-35 AND 97-104

Fair subcontracting: All successful bidders/respondents on County contracts in which subcontractors may be used shall be subject to and comply with Ordinance 97-35 as amended, requiring bidders/respondents to provide a detailed statement of their policies and procedures for awarding subcontracts which: a) notifies the broadest number of local subcontractors of the opportunity to be awarded a subcontract; b) invites local subcontractors to submit bids in a practical, expedient way; c) provides local subcontractors access to information necessary to prepare and formulate a subcontracting bid; d) allows local subcontractors to meet with appropriate personnel of the bidder to discuss the bidder's requirements; and e) awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the bidder's stated objectives.

All bidder/respondents seeking to contract with the County shall, as a condition of award, provide a statement of their subcontracting policies and procedures. Bidders/Respondents who fail to provide a statement of their policies and procedures may not be recommended by the County Manager for award by the Board of County Commissioners.

CONTRACTS ARE AWARDED TO THE LOWEST RESPONSIVE BIDDER.

Listing of First Tier Subcontractors and Suppliers: In accordance with Ordinance 97-104, the Bidder must furnish with the bid a complete listing of all first tier subcontractors and suppliers producing services or supplies directly to the Contractor. Failure to include this listing with the bid will render the bid Non-Responsive.

The Contractor shall not change or substitute any subcontractor or supplier except upon written approval of the County.

By: _____

(Signature of Affiant)

Date

STATE OF FLORIDA

SS

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 12 day of July 20 02, by Hector Ortiz on behalf of Horsepower Electric, who is personally known to me or has produced _____ as identification and who ☒ did ☐ did not take an oath.

Notary Signature : _____

Type or Print Name : _____

Notary Seal : _____

OFFICIAL SEAL
US CRUZ

NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION# DD066361
DADE COUNTY

MY COMMISSION EXPIRES OCTOBER 21, 2005

(Ordinance 97-104)

Firm Name of Prime Contractor/Proposer

Henspower Electric, Inc.

Project Name

"Surrealistic" Maintenance Systems
Pilot Program

Project Number

640388

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, MUST be completed by all bidders and proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, must be completed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of SUB Form 100 in those instances where no subcontractors or direct suppliers will be used on the contract. A bidder or proposer who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified except upon written approval of the County.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of work to be performed by Subcontractor/Subconsultant	(Principal Owner) Gender	(Principal Owner) Race
<u>Pies & Sons Enterprises, Inc.</u>	<u>Heron M. Ortiz</u>	<u>the contract work, electric</u>	<u>Male</u>	<u>Hispanic</u>
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner) Gender	(Principal Owner) Race
<u>European Prime Elec. Supply</u>	<u>Corona</u>	<u>Electric Supply</u>	<u>Male</u>	<u>Hispanic</u>

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate.

[Signature]

Prime Contractor/Respondent's Signature

Heron P. Ortiz

Print Name

Page 1N Of 4

President

Print Title

July 12, 02

Date

CERTIFICATION OF UNAVAILABILITY

I _____, Title _____
of _____, Certify that on _____, 20____
(FIRM) (Date)
I contacted the _____

_____ (CSBE) to obtain a bid for work.

Items to be performed on Miami-Dade County Contract No. _____

Work Items Sought	Percentage	\$ Amount

Signature: _____ Print Name: _____

Title: _____

I _____, was offered the above opportunity to participate.
(CSBE Firm Name)

I was unavailable to perform the above work at the above specified time due to:

I am aware that Miami-Dade County Administrative Order _____, Part _____ states "_____".

Signature: _____ CSBE Certificate No.: _____

Print Name: _____ Expires: _____

Title: _____

DBD 303

- IF REQUIRED -

Page 1P of 4

30

**County Contractors Employment and Procurement Practices
Ordinance 98-30**

"In accordance with the requirements of Ordinance 98-30, all firms with annual gross revenues in excess of \$5 million seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's Department of Business Development. Said firms must also submit, as a part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit. Firms whose Boards of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to the County's Department of Business Development. Firms claiming exemption must submit, as a part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit in accordance with Ordinance 98-30. These submittals shall be subject to periodic review to assure that the entities do not discriminate in their employment and procurement practices against minorities and women owned businesses.

It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the Ordinance. Those firms that do not exceed \$5 million annual gross revenues must clearly state so in their bid/proposal.

Any bidder/respondent which does not provide an affirmative action plan and procurement policy may not be recommended by the County Manager for award by the Board of County Commissioners."

AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT

Project No.

Project Name:

State of FLORIDA)

County of Miami-Dade) SS

Before me, the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared HECTOR P. ORTIZ who after first being duly sworn, upon oath, deposes and says that he/she is an authorized representative of:

HORSEPOUN ELECTRIC, INC.

(legal name, corporation, partnership, firm, individual)

hereinafter called the bidder or respondent located at:

8105 W. 20th Ave. Hialeah, FL 33014
(address, city, state)

and that said bidder or respondent has a current Affirmative Action Plan and/or Procurement Policy, as required by Ordinance 82-37 and/or 98-30, processed and approved for filing with Miami-Dade County Department of Business Development (DBD) under the File No. 0099-0659 and the expiration date of 2001

Witness:

(Signature)

Witness:

(Signature)

By:

(Legal Name and Title)

The foregoing instrument was acknowledged before me this 12 day of JULY, 20 02.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

by:

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

by: Hector Ortiz having the title of President

with Horsepoun Electric Inc

() a _____ corporation () partnership () joint venture

on behalf of the (☒) corporation () partnership () joint venture

He/She is ☒ personally known to me, or

() has produced _____ as identification.

Notary Seal:

OFFICIAL SEAL

LIS CRUZ

NOTARY PUBLIC, STATE OF FLORIDA

COMMISSION# DD066361

DADE COUNTY

MY COMMISSION EXPIRES OCTOBER 21, 2005

Notary signature:

Type or print name:

LIS CRUZ

Please note:

Ordinance 82-37 requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with the County.

Ordinance 98-30 requires firms with annual gross revenues in excess of five (5) million dollars to have an affirmative action plan on file with the County. Firms that have Boards of Directors that are representative of the population make-up of the nation are exempt.

For questions regarding these requirements contact the Department of Business Development at (305)349-5960.

This affidavit must be properly executed by the bidder and included in the proposal/bid

MIAMI-DADE COUNTY

Project No.: 640388

Bidder/Proposer: Hongpower Electric, Inc.

(legal name, corporation, partnership, firm)

[illegible]



LIVING WAGE AFFIDAVIT

(County Ordinance 99-44)

I, being first duly sworn hereby state and certify that in compliance with County Ordinance 99-44 and Section 2-8.9 of the Miami-Dade County Code, by accepting award of this contract, the bidder or proposer agrees to pay the living wage required by County Ordinance 99-44 to all employees assigned to this contract. The bidder or proposer further understands that the current living wage applied to this contract is \$8.81 per hour plus health benefits as described in the ordinance, or \$10.09 per hour without health benefits.

Project Number _____

Project Name _____

By: _____

Signature of Affiant

Date

20 _____

Printed Name of Affiant and Title

Federal Employee Identification Number

Printed Name of Firm

Address of Firm

Rec'd C.O. 90-147
SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20 _____.

He/She is personally known to me or has presented _____ as identification.
Type of identification

Signature of Notary

Serial Number

Print or Stamp Name of Notary

Expiration Date

Notary Public - State of _____

Notary Seal

HORSEPOWER ELECTRIC, INC.

8105 West 20th Avenue, Hialeah, Florida 33014-3231
TEL (305) 819-4060 FAX (305) 819-4222

Aristides Rivera, P.E.
Director
Public Works Department
Miami-Dade County
111 N.W. 1st Street, Suite 1610
Miami, Florida 33128-1970

January 24, 2002

Re: Safe-Lite Monitoring System Proposal - Pilot Program

Dear Mr. Rivera:

Thank you for meeting with Horsepower Electric, Inc., ("Horsepower Electric") and allowing us to introduce and propose the Safe-Lite Monitoring System ("SLMS") for a Pilot Program on Miami-Dade County's ("County") roadway lighting systems. Horsepower Electric's advanced technology developed in the Safe-Lite Monitoring System will provide greater safety and increasing performance to the County roadway lighting systems. This letter is our proposal to install the Safe-Lite Monitoring System as part of an 18 month Pilot Program on 10 roadway lighting service points in the County. Approximately 400 lights will be included in the 10 lighting service points to be monitored.

Introduction

Horsepower Electric has the rights to develop the Safe-Lite Monitoring System and the authority to enter into an agreement with the County for a Pilot Program to monitor its street lighting systems. The Safe-Lite Monitoring System is designed to increase the safety and performance of roadway lighting systems. The system is designed to be installed on street lighting service panels and to provide on-going monitoring and data regarding the performance of the lighting circuits. The Safe-Lite Monitoring System includes a monitoring device, modem, command center, computer and communication channel. It is designed to supplement existing lighting maintenance systems by providing real-time monitoring of current and voltage levels in lighting circuits. The feedback data from the system is then used to diagnose problem locations and initiate safety measures, including the prevention of hazardous conditions.

Experience and Staffing

Horsepower Electric is an electrical contracting company doing business in and around the South Florida area for over 16 years. Our company has built its reputation on

36

"PRIDE IN QUALITY"

providing quality service and on placing a high priority on safety for its employees, clients and the general public. Horsepower Electric provides similar electrical design, installation and maintenance services to private organizations and public entities, including the County, the State of Florida, and several municipalities.

System Benefits

There are several benefits the County will receive from the Safe-Lite Monitoring System. Perhaps the greatest benefit to the County will be the real-time monitoring of current and voltage levels on the County's roadway lighting systems, to provide constant data to detect potentially hazardous conditions. The system is designed to trigger an automatic safety disconnect when such hazardous conditions exist. The detection of ground faults on live circuits and the automatic shut-down of power supply will prevent electrocutions and death caused by accidental contact with energized wires or equipment, such as poles. Another benefit the system provides is the ability to detect unplanned wire damage or interruption due to acts of nature such as hurricanes, flooding, storm damage and vehicular accidents. By monitoring power consumption, the Safe-Lite Street Lighting Monitoring System provides the value added service of supplementing the existing maintenance systems used by the County. It also compares the data received from voltage and circuit levels with known algorithms.

Scope of Services

Horsepower Electric proposes to provide the technology, equipment, software and services to install the Safe-Lite Monitoring System on 10 County roadway lighting service points. The 10 roadway lighting service points will be identified by the County and must be acceptable to Horsepower Electric. The County and Horsepower Electric will agree upon a schedule for installation of the Safe-Lite Monitoring System on each lighting circuit service panel. However, the installation schedule will not exceed a 6 month period from the initial date of the Pilot Program.

The specific services and benefits to be provided by Horsepower Electric as part of the Pilot Program are more specifically described in Exhibit "A", Safe-Lite Monitoring System, subject to the County providing access to its roadway lighting facilities including each service panel, control panels, etc.

Horsepower Electric will install the Safe-Lite Monitoring System in accordance with the parameters outlined in Exhibit "B". Horsepower Electric acknowledges that the parameters contained in Exhibit "B" are those recommended by the consultant for the County, Martin Vilato Associates, Inc. Horsepower Electric agrees to provide the County and/or its consultant representatives routine data and reports on the performance of the Safe-Lite Monitoring System for each monitoring device and lighting circuit. In addition, Horsepower Electric will coordinate its efforts and services with the County and its consultant representatives to provide routine testing and reporting of the Safe-Lite Monitoring System.

Horsepower Electric proposes that the County and Horsepower Electric mutually agree upon satisfactory performance measures for the Safe-Lite Monitoring System and Pilot Program. These performance measures will be agreed upon prior to the activation of the Safe-Lite Monitoring System on each lighting circuit.

Compensation

Horsepower Electric proposes to provide the technology, equipment, software and services as outlined in the Scope of Services for compensation in the amount of \$199,999. This compensation amount will be paid to Horsepower Electric in four installments based on the satisfactory occurrence of the following events:

Payment No.	Amount	Event
First payment	\$50,000	Execution and initiation of contract.
Second payment	\$50,000	Completion of all equipment installation
Third payment	\$50,000	Three months after installation of equipment and operation of system
Fourth payment	\$49,999	Twelve months from the installation of equipment completion date and/or satisfactory completion of the Safe-Lite Monitoring System by the County, whichever is shorter.

Upon acceptance of this proposal by the County, Horsepower Electric will negotiate and enter into an agreement with the County to implement the Safe-Lite Monitoring System Pilot Program. The negotiated agreement will outline the rights and responsibilities of the parties. The first six months of the Pilot Program will be reserved for equipment installation. The Safe-Lite Monitoring System operations will occur over a 12 month period.

Commitments

A. Commitments by Horsepower Electric

For the right to participate in the Safe-Lite Monitoring System Pilot Program Horsepower Electric commits to providing the technology, equipment, software and services outlined in the Scope of Services in Exhibit "A". In addition, Horsepower Electric agrees to carry appropriate insurance to perform the contract and services.

B. Commitments by Miami-Dade County

The County agrees to compensate Horsepower Electric in accordance with the terms of this letter. The County also agrees to permit the permanent placement of the Safe-Lite Monitoring System by Horsepower Electric throughout the County upon the satisfactory completion of this Pilot Program. The permanent placement of the Safe-Lite Monitoring System on all County roadways will be pursuant to a separate negotiated agreement between the parties for a minimum term of 10 years.

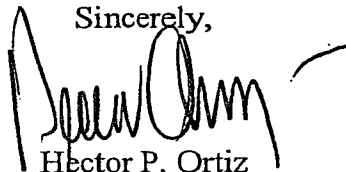
Conditions

All rights, title, and interest in and to the Safe-Lite Monitoring System, its invention, design, equipment, software, method, specifications and other documentation relating thereto developed by Horsepower Electric and any of its representatives, employees or subcontractors, shall remain the property of Horsepower Electric. The County, neither its employees, agents, or consultants shall have any proprietary interest in the Safe-Lite Monitoring System.

The Safe-Lite Monitoring System has a patent pending application. Horsepower Electric, its representatives, agents, employees and sub-contractors hereby reserves any and all rights in, on and to the Safe-Lite Monitoring System. As used in this letter proposal, the Safe-Lite Monitoring System shall include, but is not limited to, its invention, design, equipment, software, method, specifications and other documentation relating thereto.

Horsepower Electric is pleased to submit this letter proposal for the Safe-Lite Monitoring System Pilot Program to the County. If you need any additional information, please let us know.

Sincerely,



Hector P. Ortiz
President

cc: Pedro G Hernandez, P.E.

SAFE-LITE MONITORING SYSTEM

DESCRIPTION

The Safe-Lite Monitoring System is a control system specifically developed to increase the safety and efficiency of roadway light systems by monitoring the voltage and current fluctuations on a circuit and taking corrective action as required. It provides a cost-effective method to minimize risks to life and property.

The system, installed on each service panel, includes a monitoring device and modem, a command center computer, and a communications channel. It monitors all the circuits fed by the control panel, can turn the service power off when a dangerous condition is detected, and stores data relative to the operation of each circuit. At scheduled intervals, the command center computer polls the monitoring devices and downloads the data for permanent storage.

SERVICES AND BENEFITS

ROADWAY LIGHTS SYSTEM SAFETY IMPROVEMENTS

□ Ground Fault Monitoring

The Safe-Lite System continually monitors each circuit's currents and immediately detects ground faults on live circuits. Upon detection of a ground fault, the system automatically shuts down the power supply to the circuit and sends a warning to the command center computer. The system blocks the power supply to the circuit and can only be reset manually after the ground fault is repaired.

□ Grounding Continuity

The Safe-Lite System monitors the ground continuity in both on and off circuits. If the circuit is on and the device detects an open grounding, the system shuts down the power supply to the circuit. If the open grounding is detected while the circuit is off, the system will block the power supply to the circuit. In both instances, immediately after detection of a problem, the system will send the appropriate warning to the command center computer. The system must be reset manually and only after the grounding continuity has been reestablished.

□ Knock-down pole

The Safe-Lite System detects when a pole is knocked down, either by accident or weather conditions. Upon detecting a pole knock-down

situation, the system will immediately either cutoff or block the power supply to the pole's circuit, depending whether the circuit is on or off, and send a warning to the command center computer. The system will continue to block the power supply to the system until necessary repairs are performed.

ROADWAY LIGHTS SYSTEM MONITORING

❑ Number of lights out on each circuits

The Safe-Lite System monitors lights' operation and detects lights out on a circuit. It sends a notification to the command center computer allowing dispatch of repair crews to the affected circuit. It allows a swifter and more accurate response than any other system currently in use to detect and repair defective fixtures.

❑ Circuit Overload

The Safe-Lite System measures the load on a circuit and compares to a specific load parameter. The System is capable of sending notification to the command center computer and cut-off the power supply when the overload exceeds the specified parameter.

❑ Door Open Warning

Through a sensor installed on each service panel, the Safe-Lite System can detect when a service's cabinet door is open. The device sends a notification to the command center computer where the operator can verify if it is an accidental condition. If required, a crew is dispatched to re-latch the door reducing the probability of accidents or tampering.

❑ In Line Fuse Monitoring

The Safe-Lite System automatically detects when an in-line fuse has failed and sends a notification to the command center computer. A crew can be dispatched to perform the necessary repairs allowing for a timely response. This results in a higher percent of lights on, thus creating a safer environment for life and property.

❑ Circuit's Power Supply

When the Safe-Lite System detects an interruption to the circuit's power supply, the device sends a notification to the command center computer. This notification is forwarded to the power supplier so corrective action can be implemented minimizing the time that the lights are out of service.

ROADWAY LIGHTS SYSTEM REMOTE OPERATION

□ Bypass of Circuit's Photocell control

The Safe-Lite System allows remote bypassing of the photocell control installed on the service panel. A circuit can be powered on and off, as required, from the command center computer. When required, the command center initiates a work order to perform repairs as needed.

□ Weather Emergencies

The capability of the Safe-Lite System to remotely power on and off one or all roadway lights circuits significantly reduces the risks to life and property due to weather related emergency events. The risks associated to flooding and wind damage to the roadway lights system are minimized when the power to the circuits is cut-off immediately after or during the event's occurrence. The power cut-off can be triggered by one of the monitoring capabilities of the system or by request of the public or governing authority. The period of time where hazardous conditions prevails is minimized and greatly reduced compared to the time required to dispatch a crew to effect the power down of the circuit.

Proposal

And the undersigned agrees that in case of failure on his part to execute the said Contract and the Bond within ten (10) days after being presented with the prescribed Contract forms, the check or Bid Bond accompanying his bid, and the money payable thereon, shall be paid into the funds of Dade County, Florida, otherwise the check or Bid Bond accompanying this Proposal shall be returned to the undersigned.

Attached hereto is a cashier's check on the _____
_____ Bank of _____
_____ or approved Bid Bond for the sum of _____
_____ Dollars (\$ _____)
according to the conditions under Instructions to Bidders and provisions therein.

WHEN THE BIDDER IS AN INDIVIDUAL

(Signature)

WHEN THE BIDDER IS A SOLE PROPRIETORSHIP
OR OPERATES UNDER A TRADE NAME:

(Address)

(Name of Firm)

(SEAL)
(Signature of Individual)

WHEN THE BIDDER IS A PARTNERSHIP:

(Name of Firm) A Partnership

By: _____
(Partner)

(Name and Address of all Partners)

Proposal

WHEN THE BIDDER IS A CORPORATION

By: _____

Official Title

Address

Organized under the laws of the State of _____, and
authorized by the law to make this bid and perform all work and furnish
materials and equipment required under the Contract Documents.

WHEN THE BIDDER IS A JOINT VENTURE: _____

(Correct Name of Corporation)

By _____

President
As Joint Venturers
(Corporate Seal)

Organized under the laws of the State of _____, and
authorized by the law to make this bid and perform all work and furnish
materials and equipment required under the Contract Documents.

WHEN THE BIDDER IS A JOINT VENTURE: _____

(Correct Name of Corporation)

President
As Joint Venturers
(Corporate Seal)

Organized under the laws of the State of _____, and
authorized by the law to make this bid and perform all work and furnish
materials and equipment required under the Contract Documents.

GENERAL SPECIFICATIONS

GENERAL SPECIFICATIONS

1. **DEFINITIONS:** Wherever the words "Board of County Commissioners", "Chairman, Board of County Commissioners", or other similar statements appear in these Contract Documents, they shall be interpreted to mean "County Manager of Miami-Dade County, Florida", if applicable within the intent of Resolution No. 6182, duly passed and adopted by the Board of County Commissioners of Miami-Dade County, Florida on January 17, 1961, which provides in part that the County Manager shall execute all Contract Documents for and on behalf of Miami-Dade County, Florida.

As an exception to the above, Bonds and Insurance Policies shall still be written in the name of Miami-Dade County, Florida and its Board of County Commissioners.

Whenever the following terms or pronouns in place of them appear in the Contract Documents, the intent and meaning shall be interpreted as follows:

- a. **County:** Miami-Dade County, Florida, the public body, agency, or instrumentality which is a party hereto and for which this Contract is to be performed.
- b. **Commission or County Commissioners:** The present Board of County Commissioners of Miami-Dade County, the legal representative of Miami-Dade County, Florida, or their successors in office.
- c. **County Manager:** The administrative agent acting for and on behalf of the County Commission.
- d. **Department:** When the "Florida Department of Transportation Standard Specifications for Road and Bridge Construction" are included as part of the Contract Documents (specifically so indicated in the Special Provisions), wherever the term "Department", "State of Florida Department of Transportation" or "Director" appears, it shall be understood to mean the "County" or the "Engineer" as applicable, and as defined herein.
- e. **Engineer:** The Director of the Miami-Dade County Public Works Department or his authorized assistants.
- f. **Force Account:** Basis of Payment for "Extra Work".
- g. **Inspector:** An authorized representative of the "Engineer" assigned to make all necessary inspection of the materials furnished by the Contractor and of the work performed by the Contractor.
- h. **Bidder:** Any individual, firm, or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

GENERAL SPECIFICATIONS

- i. **Contractor**: The party of the second part to the Contract. The person, firm, or corporation, holders of a current Certificate of Competency applicable to the type of work to be performed, with whom a Contract has been made directly or through accredited representatives, that may have entered into a Contract with Miami-Dade County, Florida, and who is primarily liable for the acceptable performance of the work for which he has contracted and also for the payment of all legal debts pertaining to the work.
- j. **Subcontractor**: A person, firm or corporation supplying labor and materials or labor for work under subcontract at the site of the project.
- k. **Emergency**: A temporary unforeseen occurrence or combination of circumstances which endangers life or property and calls for immediate action or remedy.
- l. **Surety**: The corporate bond company or individual which is bound by the Contract Bond with and for the Contractor, who is primarily liable, and which engages to be responsible for his acceptable performance of the work of which Contract has been made and for his payment of all debts pertaining thereto.
- m. **Plans**: The official approved Plans, or exact reproductions thereof, which show the location, character, dimensions, and details of the work to be done and which are to be considered as a part of the Contract supplementary to this agreement.
- n. **Specifications**: The directions, provisions, and requirements contained herein or attached hereto, together with all written agreements made or to be made, setting out or relating to the method and manner of performing the work or to the quantities and qualities of materials and labor to be furnished under the Contract.
- o. **Contract**: The Contract shall include the "Instructions to Bidders" "Proposal", "Plans", "General Specifications", "Special Provisions", and "Contract Bond", also any and all Supplemental Agreements required to complete the construction of the Project in a substantial and acceptable manner.
- p. **Contract Bond**: Also known as the "Contractor's Performance and Payment Bond" or "Performance Bond". A Cash Bond, furnished by the Contractor, or a Surety Bond furnished by the Contractor and his Surety as a guaranty of good faith that he will execute the work in accordance with the terms of the Contract.
- q. **Bid Bond**: A Cash Bond furnished by the Contractor or a Surety Bond furnished by the Contractor and his Surety with the bid as a guaranty of the Bidder's good faith, ability and readiness to execute the Contract and the Contract Bond.

- r. Special Provisions: Specific clauses including the "Instructions to Bidders" and the General Covenants and Specifications and Supplemental Agreements, if there be any, setting forth conditions peculiar to the project under consideration.
- s. Cash Bond: A certified check or cashier's check furnished by the Contractor in lieu of a Surety Bond for either a Bid Bond or a Contract Bond, or a Maintenance Bond covering the same required amounts and providing the same guarantee as contained in the respective Surety Bond. A certified check or cash amount shall be furnished simultaneously with the respective, completed approved form of Cash Bond provided to the Contractor previously by the County as part of the Contract Documents. The Contractor may deposit the above mentioned check or cash with the Finance Director of Miami-Dade County prior to the Bid opening date and attach a receipt from the above County Officer to his bid as evidence of his compliance with the requirements contained herein.
- t. Maintenance Bond: A Cash Bond or approved form of security furnished by the Contractor or by the Contractor and his Surety as a guaranty of good faith that he will perform any maintenance or repairs in accordance with the terms of the Contract.
- u. Material: Materials incorporated in the Project, or used or consumed in the performance of the work.
- v. Substitution of Securities for Retainage: Substitution of Securities for Retainage will not be accepted by Miami-Dade County.

2. PLANS AND SPECIFICATIONS: The specifications referred to herein shall include General Specifications and Special Provisions written by Miami-Dade County and attached hereto.

The Plans and Specifications, along with all other documents that make up and constitute the Contract, shall be followed in strict accordance as to work, material, and dimensions except when the Engineer may authorize, in writing, an exception.

Dimensions given in figures are to hold preference over scaled measurements from the drawings; however, all discrepancies shall be decided upon by the Engineer and the Contractor shall not proceed when in doubt as to any dimension or measurement.

The Contractor shall be furnished four (4) copies, free of charge, of the Plans and Specifications; two (2) of which shall be preserved and always kept accessible to the Engineer and Contractor's authorized representatives. Additional copies of the Plans and Specifications may be obtained from the County at the cost of reproduction.

3. **INTENTION:** It is intended that these Contract Documents and the accompanying Plans which make up and constitute the Contract shall cover all aspects of the work with explicit provisions, and it is understood that the Contractor has, by personal examination and inquiry if necessary, satisfied himself as to the local conditions and as to the meaning, requirements and reservations of the Specifications and Plans; for after the letting, no deviation will be allowed from the Engineer's interpretation of the Plans, Specifications and Contract. In case errors or omissions are discovered, they are to be corrected or supplied by the Contractor without extra cost to the County according to the apparent intention of the designing engineer. Work or materials strictly extra are hereinafter provided for.
4. **NOTICE AND SERVICE THEREOF:** All notices given by the County under the provisions of this Contract shall be in writing and services of same may be served in any of the following manners via:
 - a. By delivery of such notice to the Contractor or to any officer of the Contractor if said Contractor be a corporation, or to any agent or superintendent of the Contractor.
 - b. By mailing such notice by Certified mail to the address of the Contractor shown on the Contractor's Proposal for bid.
5. **DATUM:** All elevations are referred to U.S. Coast and Geodetic Survey Datum, unless otherwise noted on the Plans.
6. **BASE LINES AND BENCH MARKS:** Base lines and bench marks only will be established by the Engineer. The Contractor shall lay out his work from these engineering control points and shall be responsible for all measurements in connection with the construction, subject to check and correction by the Engineer. The Contractor shall furnish all labor and material, at his expense, necessary to facilitate engineering control of the work.
7. **PAYMENTS OF TEST BY COUNTY:** Except when otherwise specified in the Special Provisions, the expense of all tests requested by the Engineer will be borne by Miami-Dade County. Procedure for making tests required by the Engineer will be in conformance with the Florida Department of Transportation Specifications for the particular material involved.

Tests rendering unsatisfactory reports shall be cause for rejection. The cost for all retesting shall be deducted from the final payment made to the Contractor.
8. **ENGINEER:** The supervision of the execution of this Contract is vested wholly in the Engineer, and the orders of the **Board of County Commissioners of Miami-Dade County, Florida** are to be given through him. The instructions of the Engineer are to be strictly and promptly followed in every case. The Contractor may designate a foreman or other representative to receive such instructions in his absence, and failing to do so, he will be held responsible for the execution of any instructions it may be necessary to give in his absence.

GENERAL SPECIFICATIONS

The Engineer is to have free access to the materials and the work at all times for laying out, measuring, inspecting or directing the same, and the Contractor is to afford him all necessary facilities and assistance for so doing. The Engineer's stakes, grades or lines are to be preserved by the Contractor, or reset at the Contractor's expense.

To prevent all disputes and litigations, it is agreed by the parties hereto that the Engineer shall decide all questions, difficulties and disputes of whatever nature which may arise relative to the interpretation of the Plans, construction, prosecution and fulfillment of this Contract, and as to the character, quality, amount and value of any work done and materials furnished under or by reason of this Contract, and his estimates and decisions upon all claims, questions, and disputes shall be final and conclusive upon the parties thereto.

Inspectors shall have no authority to permit deviations from, or to relax any of the provisions of these Specifications without the written permission or instruction of the Engineer, nor to delay the Contract by failure to inspect the materials and work with reasonable promptness.

The payment of any compensation, whatever may be its character or form or the giving of any gratuity, or the granting of any valuable favor by the Contractor to any Inspector, directly or indirectly, is strictly prohibited, and any such act on the part of the Contractor will constitute a violation of this Contract.

The Engineer will appoint such inspectors as are necessary to pass upon the amount, quality and character of the materials to be supplied or to supervise the execution of the work contemplated under this Contract. The duties and functions of such officials are purely supervisory and their decisions are to be binding only in the absence of the Engineer, and shall be subject to his review, when in the judgement of the inspectors the work or materials are not in accordance with the Specifications, they shall have the power to stop the work, which shall not be resumed until the Engineer has rendered his decision upon the matter in dispute.

9. **QUANTITIES:** The right is reserved to change the Plans and Specifications consistently with the general intention of the Contract for any part of the work or materials, either before or after constructions has begun. Notice of such changes shall be given in writing to the Contractor; such changes are not to be grounds for any claim by the Contractor for damages, nor for the forfeiture of the Contract.
10. **SUPERVISION AND INSPECTION:** The structures herein considered are to be constructed for the County by the Contractor in accordance with the Specifications and accompanying Plans. The Engineer may give instructions or directions to supplement the Plans and Specifications. These shall be binding upon the Contractor and upon all his subcontractors, employees and agents of every kind. The Contractor shall not retain in connection with the work any employee, agent or subcontractor whose presence shall be deemed prejudicial to the work. Where words "Directions of", "Approval of", and similar phrases occur in these Specifications, such directions and approvals are understood to be functions of the Engineer and his representatives.

GENERAL SPECIFICATIONS

The Contractor's procedure and methods of construction may be of his own selection provided they secure results which satisfy the requirements of the Plans and Specifications. Permission by the Engineer to use any particular device or method of construction shall not relieve the Contractor from full responsibility for any failure which may arise therefrom.

All materials and every process and operation of manufacture, construction, and erection shall be subject to inspection at all times, and the Engineers and their representatives shall have free access to all parts of the work of construction and erection. Every facility desired for inspecting the workmanship and testing the qualities of material shall be furnished by the Contractor, and the County shall have the right to take suitable samples of all materials for testing or examination. Except when otherwise specified herein, all required tests shall be made by the County, at the County's expense. Rejected materials shall be removed promptly from the vicinity of the work; and workmanship and processes deemed to be faulty shall be corrected immediately upon request. The Contractor shall remove, reconstruct, replace and make good, as may be directed, without charge, any defective work. Oversight or error or judgement of inspectors, or previous acceptance, shall not relieve the Contractor from the obligation to make good defects whenever discovered.

If the Engineer requests it, the Contractor shall at any time before final acceptance of the work remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the Specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing and replacing of the covering or making good of the parts removed shall be paid for as "Extra Work", but should the work so exposed or examined prove unacceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed shall be at the Contractor's expense. No work shall be done, nor materials used, without suitable supervision or inspection by the Engineer or his representative. Failure to reject any defective work or material shall not in any way prevent later rejection when such defect is discovered or obligate the County to final acceptance.

All materials, processes and workmanship other than cement, treated lumber, and metal work and its manufacture, will be inspected at the site of the structure. If the Contractor desires that any of them be inspected elsewhere, the Engineer will inspect them at the place designated by the Contractor, but all expenses, including a reasonable per diem to the Engineer, incurred in making such inspection shall be borne by the Contractor, and shall be paid monthly or shall be deducted from the monthly estimates by the County and paid to the County. Treated lumber testing at the mills shall be done by an Inspection Bureau designated by the Engineer. When the structure is ready for final inspection, the Contractor shall so notify the Engineer in writing. After defects or omissions noted during such final inspection are made good, the work will be accepted and final estimate rendered.

It is expressly understood that the Contractor is in all respects an independent Contractor for this work, notwithstanding under certain conditions he is bound to follow the directions of the Engineer, and is in no respect an agent, servant, or employee of the County.

11. **MATERIALS AND WORKMANSHIP:** The Contractor shall provide the services of all workmen, mechanics, tradesmen and other employees trained and skilled in their various occupations; and all materials except such as may be specifically excluded in the drawings or specifications; and shall construct completely ready for its intended purpose, the structure or parts thereof covered by the Contract. Plans and Specifications. These Plans and Specifications intend to provide for the structure or parts thereon under consideration to be fully completed and suitable in every feature for the purpose designed, and the Contractor shall supply all materials and work incidental to, or described or implied as incidental to, the construction included under this Contract, notwithstanding any omission in the drawings or specifications. Wherever not explicitly described, materials and workmanship of every kind shall be first class. The Contractor shall perform his work in proper sequence to the work of other Contractors and to acts or operations of the County, and shall properly join his work to existing or new construction.

12. **CONTRACT SECURITY:** The Contractor agrees to execute and deliver simultaneously with the executed Contract, a Contractor's Performance and Payment Bond (and Maintenance Performance and Payment Bond if called for in the Contract Documents) prepared on the applicable bond form(s) attached hereto. The Bond(s), in the amount of 100% of the Contract amount (unless otherwise specified in the Contract Documents) may be in the form of a Surety Bond written through a local surety bond agency, rated as to Management and Strength as set forth below:

Surety Bond Qualifications: The following specifications shall apply to bid, performance, payment, maintenance, and all other types of bonds.

A. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

<u>Bond Amount</u>	<u>Best's Rating</u>
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

On bond amount of 500,000 or less, the provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.
2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code, and
3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss. 31 U.S.C. 9304-9308.

GENERAL SPECIFICATIONS

B. Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

C. The attorney-in-fact or other officer who signs a Contract Bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so. The Contract bond must be countersigned by the surety's resident Florida Agent.

The Contractor may in lieu of a surety bond, submit a cash bond, conditioned upon the faithful performance of the work in strict accordance with this Contract and with the Plans and Specifications and the completion of the same free from all liens and within the time limit herein specified; the said Bond shall be so worded as to make the Contract a part thereof and shall contain a clause providing the right of suit or action for whose benefit said bond shall be executed as disclosed by the text of said Bond and Contract to the same extent as if he or they were the obligee or obligee therein specifically mentioned, and all such persons shall be held or deemed to be obligee thereof.

Florida Statutes 255.05 provide for the following conditions to be made in all Performance and Payment Bonds relating to public projects.

"A claimant, except a laborer, who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to the bond for protection.

AA claimant who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.

ANo action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies".

13. PLANT AND PROGRAM OF CONSTRUCTION: The Contractor shall supply all plant, tools, and equipment of every kind, ample in quantity and capacity, in good working order and suitable in character to carry on the work of his Contract according to the approved program.

Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of the Occupational Safety and Health Act of 1970 (Public Law 91-596) and other applicable laws, building and construction codes shall be observed. Machinery, equipment and other hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

14. **FORCE ACCOUNT WORK:** All extra work done on a "Force Account" basis shall be performed by such labor, tools and equipment as may be specified by the Engineer and will be paid for in the following manner:

- a. For all labor and foremen in direct charge of the specified operations, the Contractor shall receive the current local rate of wages for each and every hour that said labor and foremen are actually engaged in such work, to which shall be added an amount equal to twenty-five percent (25%) of the sum thereof which shall be considered as full compensation for general supervision and the furnishing and repairing of small tools and ordinary equipment used on the Contract, such as picks, hand shovels, plows, scrapers, road graders, etc.
- b. For all materials used, the Contractor shall receive the actual cost of such materials, delivered at the site, as shown by original receipted bills, but no percentage shall be allowed on same.

The County retains the right to audit all work performed on a force account basis for a period of one (1) year after acceptance of the work by the County.

- c. For any special equipment or machinery, such as power driven rollers, tractors, trucks, shovels, drills, concrete mixers, pumps and hoists, required for the economical performance of the work, the Engineer shall allow the Contractor a reasonable rental price for each and every hour that said special equipment is in use on the work, to which sum no percentage shall be added.

The Compensation, as herein provided, shall be received by the Contractor as payment in full for extra work done on a "Force Account" basis.

The Contractor's representative and the Inspector shall prepare records of extra work done on a "Force Account" basis at the end of each day. Copies of these records shall be made in duplicate upon forms provided for this purpose by the Inspector and signed by both the Inspector and the Contractor's representative; one copy being forwarded, respectively, to the Engineer or his authorized representative and to the Contractor. All claims for extra work done on a "Force Account" basis shall be submitted, as hereinbefore provided, by the Contractor upon certified statement, to which shall be attached original receipted bills covering the cost of and the freight charges, and hauling on all materials used in such work, and said statements shall be submitted to the Engineer on the current estimate of the month in which the work was actually done.

15. HURRICANE OR DISASTER SERVICES: The contractor, by accepting the award of this contract, recognizes and agrees that should a hurricane or other severe and catastrophic natural disaster affect the Miami-Dade County area during the performance of the work, the contractor shall provide services contracted for, during the contract period, at the unit prices bid to the County, at the same or different locations from those covered by this contract. For emergency services and conditions not addressed by this Contract, the Contractor agrees to negotiate reasonable prices and terms with the County for any disaster-relief work required by the County. In all instances, the contractor agrees to negotiate reasonable time extensions for performance of disaster-relief work.
16. LEGAL RESTRICTIONS, PERMITS AND TRAFFIC PROVISIONS: The Contractor shall procure, at his own expense, all necessary licenses and permits and shall give due and adequate notices to those in control of all properties which may be affected by his operations. The Contractor shall conform to all applicable laws, regulations, or ordinances with regard to labor employed, hours of work and his general operations. The Contractor shall so conduct his operations that he shall not close any thoroughfare nor interfere in any way with traffic on railway, highways, or on water, without the written consent of the proper authorities.

The Contractor shall be cognizant of and comply with the Miami-Dade County Ordinance regulating the removal and/or relocation of all trees.
17. ROYALTIES ON PATENTS: All fees or royalties for any patented articles or operations of construction used in this structure or any part thereof of any materials, tools, implements, machinery, fixtures or anything used by the Contractor, shall be included in the price stipulated in the Contract for the work, and the Contractor shall protect and hold harmless the County against all demands for such fees, royalties and claims.
18. LIABILITIES, DAMAGES AND ACCIDENTS: The contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors. The contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgements, and attorney's fees which may issue thereon. The contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Contractor shall store materials and shall be responsible for and shall maintain partly or wholly finished work during the continuance of the Contract and until the final acceptance of the structure. If any materials or part of

55

the work be lost, damaged, or destroyed by any cause or means whatsoever, the Contractor shall satisfactorily repair and replace the same at his own cost. The Contractor shall maintain suitable and sufficient guards and barriers, and at night, suitable and sufficient light for the prevention of accidents.

19. **ASSIGNMENT OF CONTRACT:** Neither the Contract, nor any part thereof, nor any monies due or to become due thereunder, may be assigned by the Contractor without the prior written approval of the County.
20. **INSURANCE:** Prior to execution of the Contract by the County and commencement of work, the Contractor must obtain all insurance required under this paragraph and submit same to the County for approval. All insurance shall be maintained until work has been completed and accepted by the County.

The Contractor shall furnish to the County's Risk Management Division:

1. Original Certificate(s) of Insurance which clearly indicate that he has obtained the insurance coverage required in paragraphs a, b, c and d.
2. Original Policies which indicate the coverage required in paragraphs e and f.

Both certificates and policies will all indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to Miami-Dade County, c/o the Director of the Risk Management Division.

- a. Worker's Compensation Insurance as required by Chapter 440, Florida Statutes.
- b. Public Liability Insurance - on a Comprehensive basis, in an amount not less than \$500,000 per occurrence for Bodily Injury and Property Damage combined.
- c. Contractual Liability Insurance - covering all liability arising out of the terms of the Contract Documents.
- d. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 per occurrence for Bodily Injury and Property Damage combined.
- e. Owner's Protective Liability Insurance - issued in the name of the County as sole insured, in amounts as indicated in (b) above. This policy must be endorsed to indicate that any premium, whether deposit or final, will be the sole obligation of the Contractor.
- f. When so required in the Special Provisions, the Contractor shall obtain Completed Value Builders' Risk Insurance - on an "All Risk" basis in an amount not less than one hundred (100%) percent of the insurable value of the building(s) or structure(s). The policy shall be in the name of the Board of County Commissioners, Miami-Dade County and the Contractor, as their interests may appear.

The Public Liability Insurance coverage as required in paragraph (b) above shall include those classifications, as listed in Standard Liability Insurance Manuals, which are applicable to the operations of the Contractor in the performance of this Contract.

GENERAL SPECIFICATIONS

All insurance policies required above shall be issued in companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength:

The company must be rated no less than "B" as to management and no less than Class "V" as to financial strength, by the latest (1986 or later) edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

NOTE: See Special Provisions for any modifications to these insurance requirements.

21. **ANNULMENT OF CONTRACT:** If the Contractor fails to begin the work under Contract within the time specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to insure the prompt completion of said work, or shall perform the work unsuitably or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the work, or if the Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or allow any final judgement to stand against him unsatisfied for a period of 48 hours, or shall make an assignment for the benefit of creditors or from any other cause whatsoever shall not carry on the work in an acceptable manner, the Engineer may give notice in writing to the Contractor and his Surety of such delay, neglect or default, specifying the same.

If the Contractor, within a period on ten (10) days after such notice, shall not proceed in accordance therewith, then the party of the first part shall, upon written certificate from the Engineer of the fact of such delay, neglect or default, and the Contractor's failure to comply with such notice, have full power and authority, without violating the Contract, to take the prosecution of the work out of the hands of said Contractor, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may enter into an agreement for the completion of said Contract according to the terms and provisions thereof, or use such other methods as in his opinion shall be required for completion of said contract in an acceptable manner.

All costs and charges incurred by the County, together with the cost of completing the work under Contract, shall be deducted from any monies due or which may become due said Contractor. In case the expense so incurred by the County shall be less than the sum which would have been payable under the Contract, if it had been completed by said Contractor, then the said Contractor shall be entitled to receive the difference. In case such expense shall exceed the sum which would have been payable under the Contract, then the Contractor and the Surety shall be liable, and shall pay to the party of the first part the amount of said excess.

If a Cash Bond was furnished in lieu of a Surety Bond, the Contractor shall be solely liable and all reference herein to joint liability between the Contractor and the Surety shall be deleted and all expenses incurred by the County under the conditions stipulated in this Article shall be recovered from the Contractor by enforcing the provisions of the Cash Bond.

22. NOTICE TO PROCEED: For Contracts wherein a specified number of days for completion is stated in the Bid Form, the effective date of the "Notice to Proceed with Contract Work" will be established during the Prewrite Conference which is held shortly after the Award of Contract and which is attended by members of the Public Works Department, the Contractor, representatives of utility companies, and others affected by the work. The effective date shall be set as a date not later than thirty (30) calendar days after the date of execution of the Contract Documents, unless a later date acceptable to both parties is agreed upon.
23. COMMENCEMENT, DELAYS AND COMPLETION OF WORK: After complete and final execution of the Contract, and after reconciliation of any details or conditions which may directly or indirectly interfere or conflict with work of the Contract, the Engineer will issue a "Notice to Proceed with Contract Work" to the Contractor. The effective date on which work of the Contract is officially authorized to commence will be established and stated in said Notice and the Contractor shall commence work on said date.

If the Contractor should be delayed in the progress of the work included in the Contract by unforeseeable causes beyond his control, the time for completion of the work may be extended upon recommendation of the Engineer and approval by the Board of County Commissioners. Requests for extension of time must be submitted in writing to the Engineer within ten (10) days from the beginning of such delay. Extensions of time cannot legally be approved unless the written request is submitted in time to permit it to be acted upon before the Contract expiration date. To allow sufficient time for administrative procedures required to obtain action by the County Commission, a request for time extension must be received by the Engineer at least sixty (60) calendar days prior to contract expiration date.

Liquidated damages resulting from factors beyond the control of the Contractor which occur too late to allow time for action by the Board of County Commissioners approving a time extension may be waived by the County Commission. Such waiver shall be granted only when the Engineer determines that the delay is beyond the control of the Contractor, and in this event the Contractor shall not be charged with liquidated damages or any excess cost when the delay in the completion of the work is due:

- a. To any order duly issued by the County changing the Contractor's approved work schedule;
- b. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the County, acts of another Contractor in the performance of a Contract with the County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and severe weather; and
- c. To any delays of subcontractors or suppliers occasioned by any of the cause specified in subparagraphs (a) and (b) above.

18

Provided further that the Contractor shall, within ten (10) days from the beginning of such delay, notify the Engineer, in writing, of the causes of the delay. the Engineer shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of his decision in the matter.

The Contractor shall assume all risks resulting from delays except that should the County, by act or omission, cause delays which result in actual loss to the Contractor, reimbursement thereof will be adjusted and allowed by the County only after being notified in writing by the Contractor at the time of the delay and after being given an opportunity to verify such money losses as they occur.

No payment or adjustment will be allowed the Contractor as reimbursement for any other delays whatsoever, regardless of by what or by whom caused, even though by other Contractors on the same work, or by times, seasons, or weather; other than amounts provided in the Contract for payment which shall be understood to include and cover all risks due to delays except as stated in the foregoing.

If the Contractor fails to complete the work within the time limit, and if the County should nevertheless permit the Contractor to continue and complete the same without official extension of time in writing, such permission shall not modify nor waive any liability of the Contractor for damages arising from non-completion of work within the time limit, but all such liabilities shall be subject to continuation in full force against the Contractor.

24. **MATERIALS AND SUPPLIES:** It is understood and agreed by and between the parties hereto that the materials to be used in any work performed under this Contract and specifications, with the exception of structural metal work, machinery and treated lumber, shall be purchased to the extent possible from or through merchants of Miami-Dade County, Florida.
25. **"OR EQUAL" CLAUSE:** Whenever a material, article or piece of equipment is identified on the Plans or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, or otherwise, it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform or serve the requirements of the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Engineer, equal in substance, quality and function. It shall not be purchased or installed by the Contractor without the Engineer's prior written approval.
26. **PLANS AND WORKING DRAWINGS:** Certain plans supplied by the County accompany and supplement these Contract Documents. The County through its Engineer shall have the right to modify the details of these plans, to supplement these plans with additional plans or with additional information as the work proceeds, all of which shall be considered as plans accompanying these Specifications herein generally referred to as the "Plans". In case of disagreement between the Plans and Specifications, the Specifications shall govern.

The Contractor shall prepare whatever detailed working drawings are necessary to enable him to fabricate, erect and construct all parts of the work in conformity with the Plans and Specifications. Working drawings shall include shop drawings and erection diagrams for structural steel. Working drawings shall be submitted to the Engineer in quintuplicate; two sets will be returned to the Contractor approved or showing the changes or corrections required; if changes or corrections are required, five copies shall be resubmitted until they are approved.

The Contractor shall report any errors found in the drawings to the Engineer, who will make or approve necessary corrections. The County shall not be responsible for errors or minor discrepancies of the Contractor's drawings, even though approved, or for minor errors or minor discrepancies of the Engineer's drawings. Payment for working drawings, revisions thereof, and for copies furnished, shall be included in the amounts bid for materials or work. The Contractor shall furnish as many sets of paper blueprint copies for working drawings as the County and the Engineer may need for the work. The Contractor should allow a minimum of fourteen (14) calendar days for the County's approval of shop drawings.

27. **EXPLOSIVES**: No blasting shall be done except upon prior approval by the Engineer and under this specific direction. When the use of explosives is approved by the Engineer as necessary for the prosecution of the work, the Contractor shall use the utmost care so as not to endanger life or property, and whenever directed, the number and size of the charges shall be reduced. All explosives shall be stored in a secure manner and all such storage places shall be marked clearly "DANGEROUS EXPLOSIVES", and shall be in care of competent watchmen. The Contractor shall secure the proper permits for blasting from the Miami-Dade County Public Works Department, and only personnel approved by the above department shall handle explosives. The Contractor shall assume all responsibility for damages caused by explosives.
28. **SUBCONTRACTORS**: The Contractor is as fully responsible to the County for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by said subcontractor, as he is for the acts and omissions of persons directly employed by him. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the County.
29. **FINAL CLEANING-UP**: Upon completion of the work specified herein and before acceptance and final payment shall be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials and temporary structures. All disposal of materials, rubbish and debris shall be made at a legal disposal site or by other prior approved manner. Material cleared from the site and deposited on adjacent or nearby property will not be considered as having been disposed of satisfactorily.

30. NON-DISCRIMINATION IN EMPLOYMENT: In accordance with Miami-Dade County Resolution Number 9601, the Contractor agrees to make no discrimination because of race, color, creed or national origin with respect to employment or personnel on this project, and that all persons having the experience and skill necessary to perform the work shall be afforded equal opportunity of employment for the work to be performed at the site of this Project.
31. CONFLICT OF INTEREST ORDINANCE: The Contractor agrees to abide and be governed by Miami-Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance), as amended, which is incorporated herein by reference as if fully set forth herein, in connection with its contract obligations hereunder.
32. INDEPENDENT PRIVATE-SECTOR INSPECTOR GENERAL (IPSIG): The County shall have the right but not the obligation to retain the services of an independent private-sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the Contractor and County in connection with this contract. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Contract Specifications; project costs; and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the contracting and procurement process including but not limited to project design, establishment of bid specifications, bid submittals, activities of the Contractor, its officers, agents and employees, lobbyists, county staff and elected officials.

Upon (10) ten days written notice to the Contractor from an IPSIG, the Contractor shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the Contractor's possession, custody or control which in the IPSIG's sole judgment pertain to performance of the Contract, including but not limited to original estimate files, bid and change order estimates, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

The provisions in this paragraph shall apply to the Contractor, its officers, agents and employees. The Contractor shall incorporate the provisions in this paragraph in all subcontracts and all other agreements executed by Contractor in connection with the performance of the Contract.

Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this paragraph are neither intended nor shall they be construed to impose any liability on the County by the Contractor or third parties.

33. OFFICE OF THE MIAMI-DADE COUNTY INSPECTOR GENERAL (IG): Pursuant to Ordinance No. 97-215, the Office of the Miami-Dade County Inspector General (IG) shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions. The IG shall have the power to subpoena witnesses, administer oaths and require the production of records.

The IG shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The IG shall, on a random basis, perform audits on all County contracts throughout the duration of said contract (hereinafter "mandatory random audits".) The cost of mandatory random audits shall be incorporated into the contract price and shall be one quarter of one percent (.0025) of the contract price. Upon ten (10) days written notice to the Contractor from IG, the Contractor shall make all requested records and documents available to the IG for inspection and copying.

The IG shall have the power to retain and coordinate the services of an independent private sector inspector general who may be engaged to perform said mandatory random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the contractor, its officers, agents and employees, lobbyists, County staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud. This mandatory random audit is separate and distinct from any other audit by the County or any audit performed under Paragraph 32 of the General Specifications, "Independent Private Sector Inspector General."

The provisions in this paragraph shall apply to the Contractor, its officers, agents and employees. The Contractor shall incorporate the provisions in this paragraph in all subcontracts and all other agreements executed by the Contractor in connection with the performance of this contract.

Nothing in this contract shall impair any independent right of the County to conduct audit or investigate activities. The provisions of the paragraph are neither intended nor shall they be construed to impose any liability on the County by the contractor or third parties.

SPECIAL PROVISIONS
FOR
SAFE-LITE MONITORING SYSTEM PILOT PROGRAM

1. GENERAL

The applicable portions of the 1991 Edition of the **FLORIDA DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION** and its supplements with changes pertaining thereto, as amended by the General Specifications and the following Special Provisions; all are hereby made a part of this contract.

Liquidated damages for failure to complete the work within the contract time shall be governed by the 200 Edition of the aforementioned FDOT specifications. Further, the applicable portions of **SOUTH FLORIDA BUILDING CODE** and **PUBLIC WORKS MANUAL OF METROPOLITAN DADE COUNTY**, shall apply to this project.

Unless other wise noted, all page references in the Special Provisions refer to the **FLORIDA DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.**

2. SCOPE OF SERVICE

The County will enter into an agreement with an Independent Contractor that shall perform the monitoring of the roadway lighting circuits identified by the Project Manager.

The Contractor, acting as an Independent Contractor and not as an agent or employee of the County, shall furnish all supervision, labor, materials, tools, equipment, supplies and transportation required to perform the monitoring of the roadway lighting circuits for Miami-Dade County Traffic Signals and Signs Division of the Public Works Department. In the performance of such services, the Contractor must comply with applicable federal, state county and local laws, ordinances and regulation. The monitoring system when fully installed shall be capable of performing the functions as indicated in system capabilities.

3. **SYSTEM CAPABILITIES**

The monitoring system shall be capable of performing the functions as listed under items A thru J.

A. Ground Fault Monitoring

The Safe-Lite System continually monitors each circuit's currents and immediately detects ground faults on live circuits. Upon detection of a ground fault, the system automatically shuts down the power supply to the circuit and sends a warning to the command center computer. The system blocks the power supply to the circuit and can only be reset manually after the ground fault is repaired.

B. Grounding Continuity

The Safe-Lite System monitors the grounding continuity in both on and off circuits. If the circuit is on and the device detects an open grounding, the system shuts down the power supply to the circuit. If the open grounding is detected while the circuit is off, the system will block the power supply to the circuit,. In both instances, immediately after detection of a problem, the system will send the appropriate warning to the command center computer. The system must be reset manually and only after the grounding continuity has been reestablished.

C. Knock-down pole

The Safe-Lite System detects when a pole is knocked down, either by accident or weather conditions. Upon detecting a pole knock-down situation, the system will immediately either cut off or block the power supply to the pole's circuit, depending whether the circuit is on or off, and send a warning to the command center computer. The system will continue to block the power supply to the system until necessary repairs are performed.

D. Number of lights out on each circuit

The Safe-Lite System monitors lights' operation and detects lights out on a circuit. It sends a notification to the command center computer allowing dispatch of repair crews to the affected circuit.

E. Circuit Overland

The Safe-Lite System measures the load on a circuit and compares to a specified load parameter. The System is capable of sending notification to the command center computer and cut-off the power supply when the overload exceeds the specified parameter.

F. Door Open Warning

Through a sensor installed on each service panel, the Safe-Lite System can detect when a service's cabinet door is open. The device sends a notification to the command center computer where the operator can verify if it is an accidental condition. If required, a crew is dispatched to re-latch the door reducing the probability of accidents.

G. In Line Fuse Monitoring

The Safe-Lite System automatically detects when an in-line fuse has failed and sends a notification to the command center computer. A crew can be dispatched to perform the necessary repairs allowing for a timely response. This results in a higher percent of lights on, creating a safer environment for life and property.

H. Circuits Power Supply

When the Safe-Lite System detects an interruption to the circuit's power supply, the device sends a notification to the command center computer. This notification is forwarded to the power supplier so corrective action can be implemented minimizing the time that the lights are out of service.

I. Bypass of Circuit's Photocell Control

The Safe-Lite System allows remote bypassing to the photocell control installed on the service panel. A circuit can be powered on and off, as required, from the command center computer. When required, the command center initiates a work order to perform repairs as needed.

J. Weather Emergencies

The capability of the Safe-Lite System to remotely power on and off one or all roadway lights circuits significantly reduces the risks to life and property due to weather related emergency events. The risks associated to flooding and wind damage to the roadway lights systems are minimized when the power to the circuits is cut-off immediately after or during event's occurrence. The power cut-

off can be triggered by one of the monitoring capabilities of the system or by request of the public or governing authority.

4. **SYSTEM MONITORING**

The roadway lighting system shall be monitored from a command center located at the contractor's office. The command center shall be equipped to accommodate observations by the County's Department staff and members of the County's Electrical Consulting staff. Access shall be available from 8 a.m. to 5 p.m. on normal work days.

The contractor shall provide documentary evidence of the continuous monitoring of the system 24 hours per day, 7 days per week. This documentation shall be in the form of computer records detailing the monitoring activities.

The county shall be provided 2 weekly hard copies of all monitoring activities by 12 noon each Monday for the contract period.

Random observations will be performed by the County project manager or his designee.

The Contractor shall have available at all times, a designated project manager to respond to inquires and provide interpretation of the system when requested by the County project Manager.

5. **AWARD OF CONTRACT AND TERM OF CONTRACT**

This contract shall be effective for a term of eighteen months from the effective date of the "Notice to Proceed"

The contractor shall provide the technology, equipment, software and services as outlined in Scope of Services for compensation in the amount of \$199,999. This compensation amount will be paid the contractor in four installments based on the satisfactory occurrence of the following events:

Payment No.	Amount	Event
First payment	\$50,000	Execution and initiation of contract
Second payment	\$50,000	Completion of all equipment installation.

Third payment	\$50,000	Three months after installation of equipment and operation of system.
Fourth payment	\$49,999	Twelve months from the installation of equipment completion date and/or satisfactory completion of the Safe-Lite Monitoring System by the County, whichever is shorter.

6. **PREWORK CONFERENCE**

After the award of the Contract and prior to the issuance of the "Notice to Proceed", a Pre-work Conference will be held with the Contractor and members of the Public Works Department. The time and place for this conference will be set by the County.

7. **ARTICLE 20 OF THE GENERAL SPECIFICATIONS (Page 11 of 17 of General Specifications)**

"Subarticle 2b", endorse policy to show **Miami-Dade County as an additional insured.**
and

"Subarticle 2e", delete **Owner's Protective Liability Insurance.**

8. **PERFORMANCE AND PAYMENT BOND**

A performance and payment bond (Surety and Cash) of Fifty Thousand Dollars and no cents. (US\$50,000.00) is required for this project.

CONTRACT

Special 07/12/2002

CONTRACT

This agreement made and entered into this _____ day of _____ in the year _____, by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida, acting by and through the BOARD OF COUNTY COMMISSIONERS, party of the first part, and _____ party of the second part.

WITNESSETH: That the parties hereto, for the consideration herein set forth mutually agree as follows:

Article 1. SCOPE OF WORK: The Contractor shall furnish all plant, labor, materials, and equipment and perform all the necessary work in the manner and form provided by the Contract Documents for the construction of:

"Safe-Lite" Monitoring System Pilot Program. Project No. 640388

Article 2. CONTRACT SUM: The County shall pay to the Contractor, for the faithful performance of the Contract, in lawful money of the United States of America, and subject to the additions and deductions as provided in the Contract Documents, a total sum as follows:

One hundred ninety nine thousand and no cents (\$199,999.00)

Article 3. PAYMENTS: Within thirty days after the effective date as set forth in the "Special Provisions", The contractor shall submit to the County a request for payment on its company letterhead. The request for payment shall be after the completion of the items described in the special provisions. Upon completion of the entire work involved in this Contract, and upon acceptance thereof in writing by the Engineer and by the County, the balance due the Contractor for the entire work shall be paid. If during the progress of the work it appears that the Contractor's bills for materials and labor are not being paid, the County shall have the right to withhold from the Contractor's scheduled payment sufficient sums to protect itself against all losses from possible liens, and to apply the said sums to the payment of such debts. Payments of scheduled estimates are agreed not to be an admission by the County that the work is done or that its quantity or quality is satisfactory; final acceptance shall occur only with final payment. Before the final payment is made, the Contractor shall present to the County Finance Director satisfactory evidence that all liens, claims and demands of both the prime contractor as well as his subcontractors employed in the construction of the work are fully satisfied, and that the project is fully released from all such liens, claims, and demands.

In the event the prime contractor is unwilling to provide a release from all liens, claims and demands, 30 calendar days after the completion and acceptance of the work will be the maximum period provided for the submittal of all claims. Miami-Dade County does not by this provision assume any responsibility or liability to any person other than the prime Contractor.

IN WITNESS WHEREOF the said MIAMI-DADE COUNTY, FLORIDA, has caused this Contract to be executed in its name by the County Manager, attested by the Clerk of the Board of County Commissioners, and has caused the seal of said Board of County Commissioners to be hereto attached; and the said party of the second part has hereunto set _____ hand(s) and seal(s), all on the day and year first above written.

ATTEST: HARVEY RUVIN
Clerk of the Board

MIAMI-DADE COUNTY, Florida, Owner
By its BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
County Manager

WHEN THE CONTRACTOR IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

(Witness)

(Signature of Individual) (SEAL)

(Witness)

(Printed Name of Individual)

WHEN THE CONTRACTOR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

(Witness)

(Name of Firm)

(Witness)

(Signature of Individual)

WHEN THE CONTRACTOR IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of:

(Witness)

(Name of Firm) a Partnership

(Witness)

By: _____
Partner

IN WITNESS WHEREOF the said MIAMI-DADE COUNTY, FLORIDA, has caused this Contract to be executed in its name by the County Manager, attested by the Clerk of the Board of County Commissioners, and has caused the seal of said Board of County Commissioners to be hereto attached; and the said party of the second part has caused this Contract to be executed in its name by its _____ President, attested by its _____ Secretary _____, and has caused the seal of said corporation to be hereunto attached, all on the day and year first above written.

ATTEST:

HARVEY RUVIN
Clerk of the Board

By: _____
Deputy Clerk

MIAMI-DADE COUNTY, Florida, Owner
By its BOARD OF COUNTY COMMISSIONERS

By: _____
County Manager

(PARTY OF THE FIRST PART)

WHEN THE CONTRACTOR IS A CORPORATION:

ATTEST:

Secretary _____

(Correct Name of Corporation)

By:

President

(Corporate Seal)

(PARTY OF THE SECOND PART)

CONTRACTOR'S PERFORMANCE AND PAYMENT BOND
(SURETY)

CONTRACTORS' PERFORMANCE AND PAYMENT BOND
(SURETY)

(Required by Florida Statutes, Section 255.05)

KNOW ALL MEN BY THESE PRESENTS THAT _____

_____ as Principal, and

_____ a corporation
organized under the Laws of the State of _____ with its home
office in the city of _____ as Surety. (said Principal
and said Surety hereinafter collectively being referred to as Obligor). are held
and firmly bound unto Miami-Dade County, Florida, acting by and through the BOARD
OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, and their successors in
office, (hereinafter called the Obligee), in the sum of \$ _____
lawful money of the United States of America, for the payment whereof to the
Obligee, the Principal and Surety respectively bind themselves, their successors,
heirs, and assigns, jointly and severally, firmly by these presents.

WHEREAS the principal and Obligee have entered into a written Contract,
hereinafter called the "Contract" for the construction complete of _____

_____ as evidenced by contract and plans and specifications made a part thereof, entered
into between the Principal and the Obligee on the ____ day of _____,
20 ____, a copy of which Contract may be attached hereto and is hereby referred to
and made a part hereof.

NOW THEREFORE, the condition of the foregoing obligation is such that if the
Principal shall indemnify the Obligee for all loss that the Obligee may sustain by
reason of the Principal's failure to comply with any of the terms of the contract,

*Contractor's Performance and Payment Bond
(Surety)*

including any and all damages for delay, then this obligation shall be void; otherwise, it shall remain in full force.

THIS BOND shall also be security for the performance by the Principal and Surety of the following additional covenants and obligations, and the recitals and references herein contained shall constitute a part of this Bond and obligations:

1. Said Principal (Contractor) shall well and truly perform; carry out and abide by all the terms, conditions and provisions of said contract and build complete the structures therein specified in accordance with the terms thereof, and the Obligor herein shall and does hereby agree to indemnify the Obligees and hold it harmless of, from and against any and all liability, loss, cost, damage or expense which said Miami-Dade County, Florida, may incur or which may accrue or be imposed upon the County by reason of any negligence, default and/or misconduct on the part of the said contractor and Their agents, servants, and/or employees, in, about, or on account of the construction of said structures and performance of said contract by the said contractor, and shall repay to and reimburse to the said Miami-Dade County, Florida promptly upon demand, all sums of money, each and every, reasonably paid out or expended by the said Obligees on account of the failure and/or refusal of said contractor to carry out, do, perform and/or comply with any of the terms and provisions of said contract at the time and in the manner therein provided, or to honor all warranties or cure latent defects in its work and materials.
2. The Principal will make payments to all persons supplying the Principal labor, material and supplies used directly or indirectly by the Principal or any subcontractor or subcontractors of the Principal in the prosecution of the work provided for in said contract.

*Contractor's Performance and Payment Bond
(Surety)*

3. Each and every person, natural and artificial, for whose benefit this bond has been executed as disclosed by the text of this bond and of said contract, specifications, drawings and all papers, and of said agreement and instruments attached and made a part of said contract, and each and every person, natural and artificial, supplying labor, material or supplies in furtherance of said contract, shall have the same several rights of suit or action upon this bond as if he or they were the Obligee or Obligees herein specifically mentioned, and the obligations hereof shall be several as to the rights of said persons or said Obligees hereof.

4. Surety assumes liability for any and all delay damages including any liquidated and unliquidated damages, as applicable, arising from Contractor's default of the contract referred to above, and agrees that the protections of this Bond extend to all latent defects uncovered in the work of the Contractor.

5. No suit or action shall be commenced hereunder by any claimant:

a) Unless a claimant, except a laborer, who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of

*Contractor's Performance and Payment Bond
(Surety)*

business, or served in any manner in which legal process may be served in the State of Florida.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law. This limitation does not apply to suits seeking damages for latent defects in materials and workmanship, such actions being subject to the limitations found in Chapter 95, Florida Statutes.

c) No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies, except for actions seeking damages for latent defects, which are governed by the limits found in Chapter 95, Florida Statutes.

d) Other than in a state court of competent jurisdiction in Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, and not elsewhere.

6. In each and every suit brought against the Obligor or the Contractor upon this bond in which the plaintiff shall be successful, there shall be assessed therein against the Obligor herein, in favor of the plaintiff therein, reasonable counsel fees, which the Obligor hereby expressly agrees to pay as part of the cost and expense of such suit.

IN WITNESS HEREOF the Principal and the Surety have executed these presents this ____ day of _____, 20 ____.

**Contractor's Performance and Payment Bond
(Surety)**

**WHEN THE PRINCIPAL IS AN INDIVIDUAL, SOLE PROPRIETORSHIP,
OR OPERATES UNDER TRADE NAME:**

Signed, sealed and delivered in the
presence of:

(Typed Trade Name if Applicable)

(Signature of Individual)

(SEAL)

(Two Witness)

(Typed Name of Individual)

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the
presence of:

(Typed Name of Firm) A Partnership

By: _____
(Signature of one Partner)

(Two Witnesses)

(Typed Name of Partner)

(SEAL)

WHEN THE PRINCIPAL IS A CORPORATION:

ATTEST:

(Correct Name of Corporation)

Secretary

By _____

(Corporate Seal) President

(Name of Surety)

Countersigned
Florida Resident Agent

(Address of Surety)

(Address of Agent)

By _____

Telephone Number

Note: If both principal and surety are corporations, the respective corporate seals
should be affixed and attached.

Contractor's Performance and Payment Bond
(Surety)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ certify that I am the secretary of the corporation named as principal in the within bond; that _____ who signed the said bond on behalf of the principal, was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

STATE OF FLORIDA)
 SS
COUNTY OF MIAMI-DADE)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared;

to me well known, who being my first duly sworn upon oath says that he is the attorney-in fact for the _____ and that he has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of Miami-Dade County, Florida.

Subscribed and sworn to before me this _____ day of _____, A.D. 20____

Notary Public, State of Florida at Large

My Commission Expires _____

CONTRACTOR'S PERFORMANCE AND PAYMENT BOND
(CASH)

79

CONTRACTOR'S PERFORMANCE AND PAYMENT BOND
(CASH)

Know all men by these presents:

That _____

_____, hereinafter
called the Contractor, is held and firmly bound unto MIAMI-DADE COUNTY, a political
subdivision of the State of Florida, in the penal sum of _____ which sum
is deposited by the Contractor in cash with the Finance Director of Miami-Dade
County, for (1) the faithful performance of a certain written agreement dated
_____, 20____, given by the Contractor to Miami-Dade County,
for _____

a copy of which agreement is attached and by this reference made a part hereof, and
(2) to pay promptly all persons supplying the Contractor labor, material and
supplies used directly or indirectly by the Contractor or subcontractors, in the
prosecution of the work provided for in said agreement.

NOW, THEREFORE, the conditions of the obligation are such that if the
Contractor shall comply in all respects with the terms and conditions of said
agreement within the times therein specified, and shall pay promptly all persons as
hereinabove stipulated, this obligation shall be void and the sum deposited shall
be returned without interest to the Contractor by the Finance Director; otherwise
this obligation shall remain in full force, and the Contractor, its heirs,
executors, administrators, successors and assigns do hereby irrevocably authorize
the Finance Director, without prior notice or demand to:

1. Transfer a sum equal to any amounts stipulated as liquidated damages
for delay from the said deposit to the general fund of the County;

*Contractor's Performance and Payment Bond
(Cash)*

2. Pursuant to public advertisement and receipt and acceptance of bids, cause to be completed or reconstructed all or any part of the said construction or improvement, in case the Contractor should fail or refuse to do so in accordance with the terms of said agreement and to pay for such construction or reconstruction from the said deposit;
3. Pay from said deposit, all just claims for labor and materials incurred by the Contractor or any subcontractor for labor, materials or supplies used in the prosecution of the work provided for in said Contract, and any judgements together with interest, costs and attorneys' fees entered under the provisions of Section 255.05 F.S.. (See Article 12, General Specifications "Contract Security") and
4. Pay from said deposit to the general fund of the County any and all other costs to the County, including, but not limited to, Engineering, legal and contingent costs, together with any damages, either direct or consequential which the County may sustain on account of the failure of the Contractor to carry out and execute all the provisions of said agreement.

The penal sum hereinabove stipulated and deposited is not a limitation upon the liability of the Contractor to the County. In the event the County prosecutes to judgement against the Contractor any action upon this bond agreement, or successfully defends any action brought against it by the Contractor, the Contractor agrees to pay to Miami-Dade County the reasonable value of legal services there rendered by counsel for the County.

*Contractor's Performance and Payment Bond
(Cash)*

IN WITNESS WHEREOF the Contractor has executed under seal and delivered to Miami-Dade County these presents this _____ day of _____, 20 ____.

WHEN THE CONTRACTOR IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

_____ (Witness)	_____ (Signature of Individual) (SEAL)
_____ (Witness)	_____ (Printed Name of Individual)

WHEN THE CONTRACTOR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

_____ (Witness)	_____ (Name of Firm)
_____ (Witness)	_____ (Signature of Individual) (SEAL)

WHEN THE CONTRACTOR IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of:

_____ (Witness)	_____ (Name of Firm) A Partnership
_____ (Witness)	By: _____ (Partner)

WHEN THE CONTRACTOR IS A CORPORATION:

ATTEST:

_____ Secretary	_____ (Correct Name of Corporation)
	By: _____ _____ (Corporate Seal) President